

# **The U.S. General Services Administration cordially invites your bid to purchase**

## **Vallejo Federal Building 823 Marin Street Vallejo, California**

---

**Sale Method:** [\*\*On-line Auction\*\*](#)

**Auction Starts:** **November 6, 2002**

**Auction Ends:** [\*\*Based on Bid Activity\*\*](#)

**Suggested Opening  
Bid:** [\*\*\\$100,000.00\*\*](#)

**Registration Deposit:**  
[\*\*\\$25,000.00\*\*](#)

**Bid Increments:** [\*\*\\$10,000.00\*\*](#)

Submit initial bids with deposits to:

Karen Hoover, Realty Officer  
U.S. General Services Administration  
Property Disposal Division (9PR)  
450 Golden Gate Ave., 4<sup>th</sup> Floor East  
San Francisco, CA 94102

For information, please call:

Karen Hoover (415) 522-3428  
E-mail: [\*\*karen.hoover@gsa.gov\*\*](mailto:karen.hoover@gsa.gov)  
Toll-free office telephone: 1(888) GSA  
LAND, ext. 3428

For more information on the online  
auction process, please contact Gina  
Arias-Arrieta at 1-888-GSA-LAND, ext.  
3431 or [\*\*gina.arias-arrieta@gsa.gov\*\*](mailto:gina.arias-arrieta@gsa.gov)

24-hour Bid Hotline recording:  
[\*\*1 \(888\) 472-5263, Property Code 162\*\*](#)

GSA Home Page:  
[\*\*http://propertydisposal.gsa.gov\*\*](http://propertydisposal.gsa.gov)

Online Auction:  
[\*\*http://www.auctionrp.com\*\*](http://www.auctionrp.com)

---

<b>Table of Contents</b>	<b>Page</b>
Property Description	2
General Terms of Sale	3
Instructions to Bidders	7
Environmental Notices and Covenants	11
Lead Base Paint Disclosure Form	13
Bidder Registration Bid Form	14

# Property Description

---

## 1. LOCATION

The Vallejo Federal Building, originally built as the Vallejo Post Office in 1931, is located in the City of Vallejo, the largest city in the County of Solano. The building is located at 823 Marin Street, in the downtown area of Vallejo, California, at the corner of Carolina Street. Interstate Routes 80 and 780 intersect Vallejo, which is also served by State Routes 29 and 37. It is 32 miles northeast of San Francisco and 47 miles southwest of Sacramento on Interstate 80 at the juncture of the Napa River with San Pablo Bay and Suisun Bay.

## 2. PROPERTY DESCRIPTION

The property consists of a freestanding, concrete block, office building, totaling 15,384 gross square feet situated on 0.60 acres of land. The first floor consists of 10,158 square feet and 5,226 square feet of basement space and a loading dock at the rear of the building. The building is situated on the northeast portion of the parcel with parking lots in the rear of the building and the south side of the building. Access to the property is via one curb cut driveway along Carolina Street at the north end of the property. There is a handicap ramp providing easy accessibility to the main floor. There is an exterior and interior stairwell to the basement. The building was remodeled to its present condition in 1968.

## 3. PROPERTY INSPECTION

Inspection of the property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of any or any portion of the property offered will not constitute grounds for any claim or demand or adjustment or withdrawal of a bid after the bid opening. Tours will be conducted on an appointment-only basis.

## 4. LEGAL DESCRIPTION AND ASSESSOR'S PARCEL NUMBER

"Being Lot 13 in Block 324, as the same is shown on the Official Map of the City of Vallejo, made by E. H. Rowe, C.E., and filed in the Recorder's Office of Solano County, September 19<sup>th</sup>, 1868. "Being the Northerly 65 feet of Lot 14 in Block 324, as the same is shown on the Official Map of the City of Vallejo, made by E. H. Rowe, C.E., and filed in the Recorder's Office of Solano County, September 19<sup>th</sup>, 1868." "Being southerly 1/2 of Lot 14 in Block 324, and the southerly 85 feet of Lots 15 and 16 in Block 324, as the same are shown on the Official Map of the City of Vallejo, made by E. H. Rowe, C.E., and filed in the Recorder's Office of Solano County, September 19<sup>th</sup>, 1868." "Being the Northerly 45 feet of Lots 15 and 16 in Block 324, as the same are shown on the Official Map of the City of Vallejo, made by E. H. Rowe, C.E., and filed in the Recorder's Office of Solano County, September 19<sup>th</sup>, 1868."

### Assessor's Parcel No. 0056-161-040.

For more information, contact the Solano County Assessor's Office, 600 Texas Street, Fairfield, CA. Telephone (707) 421-6210, FAX (707) 421-6209.

## 5. UTILITIES

All utilities are currently available and installed at the property. Procurement of utility service shall be the responsibility of the successful bidder. Bidders are urged to contact the utility providers below for information on the availability of utilities.

### **Water**

Vallejo Water Service, 555 Santa Clara, (707) 648-4345

### **Solid Waste**

Vallejo Garbage Service, 2021 Broadway, (707) 255-5200

### **Telephone**

Pacific Bell, 1-800-310-2355

### **Gas & Electric**

Pacific Gas & Electric, 1-800-743-5000

# General Terms of Sale

---

## **1. TERM "INVITATION FOR BIDS"**

The term Invitation for Bids ("IFB") as used herein refers to the foregoing IFB and its Property Description; General Terms of Sale; the Instructions to Bidders for Online Auction; and the Environmental and Historic Notices and any provisions of the Bid Form and Acceptance; all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the IFB for the opening of bids or conducting of an auction.

## **2. DESCRIPTIONS PROVIDED IN INVITATION FOR BIDS**

The descriptions of the property set forth in the IFB and any other information provided therein with respect to said property are based on information available to the U. S. General Services Administration ("GSA") Property Disposal Division and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

## **3. INSPECTION**

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

## **4. CONDITION OF THE PROPERTY**

The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered after the bid opening or conclusion of an auction.

## **5. ZONING**

The property is located in a public and quasi-public facilities zoning district, in which parks, governmental, educational, public utility and other community facilities of a public nature are the principal use. The intent of this district is to implement those policies of the land use element of the Vallejo general plan which relate to governmental, and quasi-governmental services, schools, parks and open space areas.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or sales agreement.

For more information, please contact the City of Vallejo, Planning Division located on the second floor of City Hall at 555 Santa Clara Street, Vallejo. The hours are 7:30 a.m. to 7:00 p.m. Monday through Thursday or call (707) 648-4326; or FAX (707) 552-0163.

## **6. CONTINUING OFFERS**

Each bid shall be deemed to be a continuing offer after the date of bid opening or auction for 120 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 120 calendar days. If the Government desires to accept any bid after the expiration of the 120 calendar days, the consent of the bidder shall be obtained prior to such expiration

## **7. POSSESSION**

The successful bidder agrees to assume possession of the Property as of the date of conveyance. The word "possession" shall mean either actual physical possession or constructive possession.

## **8. TAXES AND CLOSING COSTS**

As of the date of the conveyance, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees, shall be borne solely by the successful bidder.

## **9. RISK OF LOSS**

As of the date of conveyance, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

In the event of a major loss or damage to the property as a result of fire or other cause, during the period of time between acceptance of the bid by the Government and the date of conveyance, such loss or damage shall not be considered grounds for invalidating the contract of sale or reduction of the purchase price.

## **10. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## **11. GOVERNMENT LIABILITY**

If the Bid for Purchase of Government Property is accepted by the Government ("Seller") and : a) Seller fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the successful bidder ("Purchaser") for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon Seller shall have NO further liability to Purchaser.

## **12. TITLE EVIDENCE**

Any title evidence which may be desired by the successful bidder will be procured by him at his/her/its sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in

connection with title matters or survey of the property.

### **13. TITLE**

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a Quitclaim Deed. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

### **14. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

The Government shall set a sale closing date and said date to be not later than 60 calendar days after acceptance of the bid. Prior to closing, the successful bidder shall open an escrow account with the title company specified. On the closing date, the successful bidder shall tender to the escrow agent the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder, the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. The government will not mandate use of a particular title company, and encourages the successful bidder to open an escrow account with a local title company.

### **15. DELAYED CLOSING**

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one eighth percent (1/8%) as of the date of bid acceptance. The government

reserves the right to refuse a request for extension of closing.

### **16. DOCUMENTARY STAMPS AND RECORDING COSTS**

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense. A CONFORMED COPY OF THE RECORDED Quit Claim Deed shall be provided to:

U.S. General Services Administration  
Property Disposal Division (9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor  
San Francisco, California 94102-3400  
Attn: Clark Van Epps, Director

### **17. CONTRACT**

The Invitation For Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without the consent of the Government, and any assignment transaction without such consent shall be void.

### **18. SALE AND CONVEYANCE**

The sale and conveyance of the Property shall be made subject to the following:

a. All covenants, easements, reservations, restrictions and encumbrances, whether of record or not.

b. Any statement of facts which a physical inspection and accurate survey of the property may disclose.

### **19. OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. General Services Administration employees are prohibited from bidding on the property offered in the Invitation for Bids.

### **20. ANTI-TRUST LAWS**

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for his/her advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

### **21. FEDERAL AVIATION ADMINISTRATION**

The Federal Aviation Administration ("FAA") has been apprised of the proposed disposal of the Property and since the Property is within six (6) nautical miles of an airport, the Government's quitclaim deed shall contain a provision that will stipulate that the Grantee, its successors and assigns and every successor in interest to the Property, or any part thereof, acknowledge that they may be prohibited from allowing any construction or alteration on the Property unless a determination of no hazard to air navigation is issued by FAA in accordance with 14 CFR Part 77 "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

### **22. HISTORIC PRESERVATION COVENANT**

The sale of the property is subject to a Historic Preservation Covenant which will be included in and made a part of the conveyance document.

The Vallejo Federal Building is significant on the local level as the first federally financed and constructed building in Vallejo (outside of the Mare Island Naval Shipyard) as well as the city's first permanent postal facility. The building is significant as a product of the federal New Deal financed work relief program. The building is characteristic of the "PWA Moderne" style of architecture widely built during the 1930's.

The Earl Barnett mural in the lobby of the building was done under the Treasury Relief Art Project (TRAP, 1935-1939) depicting the testing of the dry dock at Mare Island Navy Yard. Federal regulations prescribe specific handling for artwork commissioned by the Department of the Treasury for the Treasury Relief Arts Project. As such, the government will sell the Earl Barnett mural with the property. However, there will be provisions in the conveyance document requiring the purchaser to attempt to provide public access to the mural and if the purchaser or its assigns fail to provide protection and maintenance of the mural, the mural will, at the option of the Government, revert to the Government.



# Instructions to Bidders for Online Auction

---

## 1. AUCTION START DATE

The online auction starts:  
**November 6, 2002.**

## 2. TYPE OF SALE

This sale will be an online auction conducted via the Internet and by submission of written or faxed bids. The auction will be conducted over a period of several weeks or until the property is sold. The date for receipt of final bids will be announced on the Internet and on a telephone hotline message with three days prior notice (see Section 12, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

## 3. BIDS AND TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this property for financing.

## 4. SUGGESTED OPENING BID

The suggested opening bid for the property is **\$100,000.00**. This is not a minimum bid. You may bid more or less. The Government seeks to obtain fair market value for the property and reserves the right to reject any and all bids.

## 5. REGISTRATION DEPOSIT

**a.** A registration deposit in the amount of **Twenty Five Thousand Dollars (\$25,000.00)** must accompany your Bidder Registration and Bid Form. The following methods of payment are acceptable: 1) cashier's check, 2) certified check, 3) U.S. Postal Service money order, and 4) credit card payment

(Visa or MasterCard only). Personal or company checks are **NOT** acceptable and will be returned to the sender. To register to bid and if you are prepared to make an initial bid, please complete the enclosed Bidding Registration and Bid Form for Purchase for Government Property and send the form with your bid deposit to:

**U.S. General Services Administration  
Property Disposal Division (9PR)  
450 Golden Gate Avenue, 4th Floor  
San Francisco, CA 94102-3434  
Attn.: Karen Hoover**

**b.** Please make your check or money order payable to:

**"United States of America or  
(insert your name here)"**

Making the check payable to both will make it easier for you to negotiate the instrument, if and when your registration deposit is returned to you. Deposits by credit card (either Visa or MasterCard) may be made over the Internet by following the instructions on the web site: <http://www.auctionrp.com> or by using the enclosed Registration Deposit by Credit Card form. **Only upon GSA's receipt of your registration deposit will you be allowed to bid online or by submission of a written or faxed bid.**

**c.** Within ten (10) calendar days of acceptance of an offer by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the bid deposit, will equal at least ten percent (10%) of the amount bid. Failure to so provide such bid deposit shall require rejection of your bid.

**d.** Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment

of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within sixty (60) calendar days after award. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price

**e.** Registration deposits received from the two highest bidders will be held as stipulated in Paragraph 15. All other registration deposits will be returned.

## **6. BIDDER REGISTRATION AND BIDS**

**a.** Bidder registration and subsequent bids must be submitted on the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and certification requested thereon must be provided. **Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected.** Additional bid forms are available upon request or you may photocopy the forms in this IFB.

**b.** The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

**c.** To register online, bidders should return to GSA their original signed and completed Bidder Registration and Bid Form. Bidders should retain all other documents, including one copy of the Bidder Registration and Bid Form, for personal records.

## **7. USER IDENTIFICATION NUMBER**

A User Identification ("ID") number and Password are used to register online and to place bids online. If you register online, you will be required to assign your own User ID (limited to eight (8) characters) and password. **Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you**

**or your company's identity.** If you do not register online, a User ID and password will be assigned to you. The User ID must be on the bid form when submitting bid increases, by mail or fax. The User ID number will be used to identify the bidders on the recorded hotline and on our auction web page, [www.auctionrp.com](http://www.auctionrp.com).

## **8. BIDDING IN GENERAL**

**a.** Bids may be delivered to our office either in person, by fax, by U.S. Mail, by private delivery services, or via the Internet at <http://www.auctionrp.com>.

**b.** Bidders who registered online may increase their bids by following the instructions at **auctionrp.com**. They may also submit increased bids inperson, by fax, U.S. mail or private delivery services. By submitting your bid through [auctionrp.com](http://www.auctionrp.com), you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.

**c.** Bids must be submitted without contingencies.

**d.** Bids that are not submitted on GSA forms will be rejected.

## **9. FAXING YOUR BID**

**a.** Bids by fax may be made with a credit card (either Visa or MasterCard) by using the deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The 24-hour fax number for increased bids or initial bids is **(415) 436-7402**.

**b.** A bid submitted by fax must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission



or receipt of the faxed bid, including, but not limited to, the following:

1. Receipt of a garbled or incomplete bid
2. Availability or condition of the receiving facsimile equipment
3. Incompatibility between the sending and receiving equipment
4. Delay in transmission or receipt of bid
5. Failure of the bidder to properly identify the bid
6. Illegibility of bid
7. Security of bid data

c. If your fax bid is not reflected on the GSA Property Disposal Hotline recording or on the web page, and your bid is higher than the announced bid, you must call **Karen Hoover at 1-888-472-5263, ext. 3428** for verification that your bid was received.

#### **10. DAILY BIDDING RESULTS**

Bidders may call GSA's 24-hour bid hotline at **1-888-GSA-LAND (1-888-472-5263)**, Property Code **162** to hear the current high bid. Bidders may also visit <http://propertydisposal.gsa.gov> or our online auction web site at <http://www.auctionrp.com> to obtain current bidding information. The bid hotline and GSA Internet Home Page will be updated each Monday morning (excluding Federal Holidays) with the highest bid received over the weekend, and whenever new high bids are received during normal business hours. Bidders will be notified via the hotline recording and the web page when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at (888) GSA-LAND, ext. 3428 or ext. 3431. Bidders are urged to pay close attention to the recording and web page, which will contain new, revised and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

#### **11. INCREASING YOUR BID**

If you learn from the recorded message, or from the web page, that your bid was not the high bid you may increase the

high bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. Increased bids must be submitted on the official GSA bid forms unless you are bidding online. Official bid forms may be photocopied. Increased bids must be at least Ten Thousand Dollars (\$10,000.00) more than the previous high bid in order to be considered. **The Government reserves the right to modify the bid increment at any time prior to the close of the sale.** To increase a previously submitted bid, bidders may use one of the following methods: in person, by fax, U.S. mail, private delivery services, or online at [www.auctionrp.com](http://www.auctionrp.com). In the event that two bids of equal value are received via U.S. Mail, fax, on-line, etc., the first bid received will be recognized.

#### **12. CALL FOR FINAL BIDS**

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced on the web page and on the GSA bid hotline recording. On that date, if no increased bid is received by 3 p.m. Pacific Daylight Time (PDT), then bidding will close at 3 p.m. and consideration will be given to selling the property to the high bidder. If an increased bid **is** received on a timely basis, then bidding will be continued over until the **next business day** on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3 p.m. (PDT) time on that day. There is no advantage to waiting until the last minute to bid.

#### **13. BID EXECUTED ON BEHALF OF BIDDER**

a. A bid executed by any attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

b. If the bidder is a corporation, the Certificate of Corporate Bidder must be

executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

#### **14. WAIVER OF INFORMALITIES OR IRREGULARITIES**

The Government may, at its election, waive any minor informality or irregularity in bids received.

#### **15. BACKUP BIDDER**

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently the bid deposit of the second-high bidder will be returned by mail immediately thereafter. In the event that the Government is unable to make an award

to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

#### **16. ACCEPTABLE BID**

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

#### **17. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

#### **18. ADDITIONAL INFORMATION**

The GSA issuing office, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB.

# Environmental Notices and Covenants

---

## **1. NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY**

Based on a complete search of agency files, in accordance with regulations issued by the U.S. Environmental Protection Act at 40 CFR, Part 373, GSA has determined that there is no evidence to indicate that hazardous substance activity took place on the property. A hazardous substance covenant will be included in the conveyance document.

## **2. NOTICE OF PRESENCE OF ASBESTOS--WARNING**

**a.** Bidders are warned that the property offered for sale contains asbestos-containing materials (ACM). Unprotected or unregulated exposure to asbestos in product manufacturing, shipyard and building construction workplaces has been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos due to potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos related disease, which include certain cancers and which can result in disability or death.

**b.** Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. More particularly, bidders are invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders in obtaining any authorizations(s) that may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property, including, without limitation, any asbestos hazards or concerns.

**c.** No warranties, either express or implied, are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

**d.** The description of the property set forth in this IFB, and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the bidder against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

**e.** The Government assumes no liability for damages for personal injury, illness, disability, or death to the bidder or to his/her/its successors, assigns, employees, invitees, or any other person subject to the his/her/its control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property, whether the bidder, its successors or assigns has or have properly warned or failed to properly warn the individual(s) injured.

**f.** The bidder further agrees that in its use and occupancy of the property, it will

comply with all Federal, State, and local laws relating to asbestos.

**g.** An asbestos covenant will be included in the conveyance document.

**3. NOTICE OF LEAD-BASED PAINT FOR NONRESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978**

**a.** Interested bidders are informed that the offered property is presumed to be contaminated with lead based paint because it is thought or known to have been constructed prior to 1978.

**b.** Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any

known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**c.** Interested parties are invited, urged, and cautioned to inspect the offered property prior to submitting a bid. Interested parties shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property, including, without limitation, any lead-based paint hazards or concerns. The property is being sold "AS IS" and the Purchaser agrees to hold the Government harmless from any health problems that may result from lead-based paint. The appropriate hold harmless clause will be included in the transfer document.

**4. NOTICE OF SEISMIC CONDITION**

The building does not meet current seismic standards. The capacity of existing shear walls do not meet seismic standards for buildings, and many nonstructural components are not anchored or restrained. Bidders are urged to review the September 3, 1991, Seismic Evaluation and Upgrade Concepts Report prepared by Forell/Elsesser Engineers, Inc., which is available for review upon request.

## UNITED STATES OF AMERICA (“SELLER”) DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

### Description of Real Property for Sale

The real property is located in Vallejo, California and is being sold pursuant to the terms and conditions set forth in **INVITATION FOR BIDS (IFB) No. 9PR-2002-162**.

### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure

The Seller is aware that the property described in the IFB, was built before 1978, and, therefore, may contain lead-based paint. Seller has provided the purchaser with access to all available records and reports (collectively “Records”) pertaining to lead-based paint and/or lead-based paint hazards. The Records include:

### Purchaser's Acknowledgment

Purchaser has received or reviewed copies of all information listed above. Purchaser has received or reviewed the pamphlet “*Protect Your Family From Lead In Your Home.*” In addition, Purchaser received an opportunity (at least ten days) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, and exercised or waived that right. Purchaser agrees to submit this completed form with the Bidder Registration and Bid Form or, if the high bidder, upon sale closing.

Purchaser hereby acknowledges receipt of the foregoing information and opportunity: (initial)

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**SELLER**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**PURCHASER**

# BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

Vallejo Federal Building  
823 Marin Street - Vallejo, CA  
Property Code 162

**Check One:**

Initial Bid \_\_\_\_\_

Increased Bid \_\_\_\_\_

**Fax: 415-436-7402**

General Services Administration  
Property Disposal Division (9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor  
San Francisco, CA 94102-3434  
Attn: Karen Hoover, Realty Officer

The undersigned bidder hereby offers and agrees to purchase the property described in the Invitation for Bids No. 9PR-2002-162, including any amendments, (collectively the "IFB") for the bid amount listed below. The Bidder further agrees that said offer is made subject to the terms and conditions of the IFB, which by this reference is incorporated in the bid and made a part of the bid.

**REGISTRATION DEPOSIT: \$25,000.00**

**BID AMOUNT:** \_\_\_\_\_

In the event this bid is accepted the instrument of conveyance should name the following as grantee(s): \_\_\_\_\_

Indicate above the manner in which title is to be taken (e.g., Solo and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse if applicable.

**BIDDER REPRESENTS** that he/she operates as (*check one*):

\_\_\_\_\_ an individual

\_\_\_\_\_ an individual doing business as \_\_\_\_\_

\_\_\_\_\_ a partnership, consisting of \_\_\_\_\_

\_\_\_\_\_ a corporation, incorporated in the state of \_\_\_\_\_

\_\_\_\_\_ a trustee, acting for \_\_\_\_\_

Name: \_\_\_\_\_ Bidder ID No. \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

e-mail address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

# VALLEJO FEDERAL BUILDING

## CERTIFICATE OF CORPORATE BIDDER

(for use with Bidder Registration and Bid Form for Purchase of Government Property)

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation named as bidder herein; that \_\_\_\_\_,  
(Name of Authorized Representative)

who signed this Bid For Purchase of Government Property on behalf of the

bidder was then \_\_\_\_\_ of said  
(Official Title)

Corporation, that said bid was duly signed for and on behalf of said

Corporation by authority of its governing body and is within the scope of its

corporate powers.

Signature of Certifying Officer: \_\_\_\_\_

(Corporate Seal Here)

## **REGISTRATION DEPOSIT BY CREDIT CARD VALLEJO FEDERAL BUILDING**

**To: General Services Administration  
Property Disposal Division (9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor East  
San Francisco, CA 94102-3434**

**Fax Number: (415) 436-7402**

**This form may be submitted by Fax.**

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids #9PR-2002-162, including any amendments, (collectively the "IFB") for the property identified above. Applicant must be the authorized cardholder and agrees that his/her/its credit card will be debited the full amount of the registration deposit, as specified in the "Instructions to Bidders for Online Auction" #5, Registration Deposit. In the event that applicant is the successful bidder, the registration deposit will be applied towards the purchase price for the property. In the event that applicant is not the successful bidder, the registration deposit will be credited to the credit card account listed below.

**Applicant's Last Name:(please print)**\_\_\_\_\_

**First Name:**\_\_\_\_\_ **M.I.**\_\_\_\_\_

**Address:**\_\_\_\_\_

**City:**\_\_\_\_\_ **State:**\_\_\_\_\_ **Zip Code:**\_\_\_\_\_

**My card number is: Visa**\_\_\_\_\_ **Master Card**\_\_\_\_\_

**Expiration:**\_\_ \_\_/\_\_ \_\_/\_\_ \_\_

**Name as it appears on card:**\_\_\_\_\_

**Driver's License No.**\_\_\_\_\_ **State**\_\_\_\_\_

**E-mail  
Address:**\_\_\_\_\_

**Telephone  
Number:**\_\_\_\_\_ **Fax:**\_\_\_\_\_

**Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_